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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

Contents.

Cases Reported this Week.

Current Topics.

THE DECISION of BUCKLEY, J., in *Re Anglo-Oriental Carpet Manufacturing Co.* (51 W. R. 634; 1903, 1 Ch. 914) is in accordance with the judgment of the same judge in *Re Abrahams & Sons* (50 W. R. 284; 1902, 1 Ch. 695), and shews that even when an order extending the time for registration of debentures has been made under section 15 of the Companies Act, 1900, a registration will be ineffectual to make the debenture-holders rank as secured creditors if a winding up has intervened before the date of actual registration. In *Re Abrahams & Sons* the winding up had already commenced when the application for extension of time was made, and BUCKLEY, J., pointed out that on the liquidation the rights of all the creditors attached, and the court could not subsequently interfere with these rights. "An innocent creditor," he observed, "who has neglected to complete his security cannot be allowed to take away the rights of other innocent creditors." And the general principle that the registration within the extended time is to be without prejudice to rights already acquired is incorporated in the form of order settled in *Re Joplin's Brewery Co.* (50 W. R. 75; 1902, 1 Ch. 79), though in general the registration will put all debenture-holders of the same class on an equal footing *inter se*: *Re Johnson & Co.* (50 W. R. 482; 1902, 2 Ch. 101). In *Re Anglo-Oriental Carpet Manufacturing Co.*, an order had been made on the 1st of November, 1901, extending the time for registration of a trust-deed and debentures till the 15th of November "without prejudice to the rights of parties acquired prior to the time when such trust deed and debentures shall be actually registered." On the 11th of the same month a winding up resolution was passed, and on the 15th the trust deed and debentures were registered. It was held by BUCKLEY, J., that the registration, although made within the extended period allowed by the court, had, nevertheless, come too late. Upon the passing of the winding up resolution the unsecured creditors had acquired the right to have the assets realised and distributed *pari passu*, and this, therefore, was an existing right which the registration of the debentures could not affect. Thus, if a winding up has intervened, it is useless either to apply for an order under section 15 for extension of time, or to act upon one which has been already obtained.

THE SCOTTISH case of *Young* v. *Young* (5 Court of Session Cases, 5th Series, 330) is interesting, for it was decided upon general principles relating to the law of husband and wife. It was an action by a husband against his wife for damages for alleged slander, the allegation being that she had said that he had induced her to take arsenic. If the action had been brought in England, objection would at once have been taken that the Married Women's Property Act, 1882, s. 12, after giving a married woman remedies for the protection and security of her separate property, enacts that, except as aforesaid, no husband or wife shall be entitled to sue the other for a tort. But this Act does not extend to Scotland, and the case was considered as being governed by the general law, and not by any statute. It was admitted that there was no precedent in Scotland for such an action, and the Court of Session held that it was

inconsistent with the relation of husband and wife, for so long as the marriage was undissolved, they were one person in law. As that law formerly stood, it was clear that the husband could recover nothing from his wife, for her personal property passed to him on his marriage, and if she had brought an action, anything which she might recover would vest in him. The court, in fact, closely followed the reasoning of the Queen's Bench Division in *Phillips* v. *Barnett* (1 Q. B. D. 436), where it was held, before the passing of the Married Women's Property Act, 1882, that a wife, after being divorced from her husband, could not sue him for an assault committed upon her during coverture, the objection to the action being that, in the view of the law, husband and wife were one and the same person. While we entirely agree with the observation of one of the judges of the Court of Session, "that if such an action were allowed it would not contribute to domestic peace," we cannot but observe that the same observation applies to an action brought by a wife against her husband for the protection and security of her own separate property—an action which appears to be fully recognized by Scottish law.

Under section 6 (2) of the Conveyancing Act, 1881, a conveyance of land having buildings thereon is to be deemed to include all ways, &c., at the time of the conveyance "occupied or enjoyed with" the land or other buildings. These words, when expressly inserted in conveyances prior to the Act, were held to be sufficient to pass quasi-easements in their nature continuous and apparent, and they passed, therefore, a way over a formed road which was, in fact, used for the benefit of the property conveyed: *Watts* v. *Kelson* (L. R. 6 Ch. 166). When the two tenements have been, previously to the sale, in the same occupation, there is no doubt that the principle applies, and either under the former express words, or under the provision of the Conveyancing Act, a right of way by a formed road over one tenement, used by the occupier for the benefit of the other, will pass upon a conveyance of the latter. In the recent case of *International Tea Stores Co.* v. *Hobbs* (51 W. R. 615; 1903, 2 Ch. 165) the circumstances were varied by the fact that the tenements—two buildings fronting to the same street—had not been in the same occupation, but that the one which was sold—the dominant tenement—had been in lease to the purchasers. The lease did not include the right of way, and apparently the enjoyment of it had been merely permissive on the part of the person who was landlord of the dominant, and owner and occupier of the servient, tenement. It was suggested that the precarious nature of the right excluded it from section 6, and that on the sale the right of way did not pass with the dominant tenement. But Farwell, J., following the judgment of Blackburn, J., in *Kay* v. *Oxley* (L. R. 10 Q. B., p. 368), held that the revocable nature of the right made no difference. The licence to use the road had not been revoked, and the road was in fact in use for the dominant tenement at the time of conveyance. Hence section 6 applied, and the plaintiffs, who were the lessees, and then the purchasers, of the dominant tenement, were entitled to the right of way.

There does not seem to be much chance that the "Bill to make Provision for the Defence of Poor Prisoners" will be heard of again in this Session of Parliament. It is to be hoped, however, that the subject will not be allowed to drop indefinitely, and that those gentlemen who brought in the Bill originally will bring it in again next Session. No one, however, could recognize the Bill as it has left the Select Committee as being the same Bill which was originally introduced. Of course the main object is to secure that prisoners who are too poor to pay for legal assistance shall not suffer from their poverty, but shall be defended by counsel, although they are not in a position to pay fees. It is undoubtedly the fact that numbers of perfectly competent barristers are by no means fully employed, and are always ready to appear in court for poor persons gratuitously where the rules of the profession allow them so to do. It was at first proposed to take advantage of this, and make arrangements for utilizing the services of these gentlemen without fee. The amended Bill, however, goes upon quite different lines, and provides that both solicitors and counsel shall, in certain circumstances, be paid out of the public funds for defending poor prisoners. If the public do not object, and if Parliament ever sanctions this proposition, no doubt it is an excellent one for the legal profession and also for those poor prisoners who are so defended. It remains to be considered, however, under what conditions prisoners are to be thus defended at the public expense. Clause 2 provides that the right to be so defended depends on the granting of a certificate that the person ought to have legal aid by either "(*a*) the committing justices upon the committal of the prisoner for trial; or (*b*) the judge of a court of assize, or chairman of a court of quarter sessions, at any time after reading the depositions." This certificate may be granted "where it appears, having regard to the nature of the defence set up by any poor prisoner, that it is desirable in the interests of justice that he should have legal aid in the preparation and conduct of his defence." The prisoner, therefore, must either set up a plausible defence before the magistrates, and apply to them for a certificate when committed, or wait till the eve of his trial for a certificate, when it will be too late probably to subpœna witnesses, or even properly to prepare a defence. This does not seem satisfactory. The prisoner very likely does not really realize his peril till he has been committed. It is then he wants advice, and, if the magistrates are to have the power of certifying at all, he ought to have the means of applying for a certificate any time between his committal and his trial. It would be more satisfactory probably if the magistrates had no discretion in the matter. We believe they will in most districts be extremely slow to grant certificates putting the expense of defence upon the public. In every case committed for trial the depositions must be sent to the clerk of assize or to the clerk of the peace. It is suggested that these officers might have the discretion to grant certificates allowing the poor prisoner to be defended at the public expense, and that they should act only on being petitioned by the prisoner, who should in every case be informed of his rights either by the gaoler or the clerk to the justices. Whatever way this is arranged, however, it is to be hoped that the subject will not be allowed to be forgotten.

In the case of *The Board of Trade* v. *Sailing Ship Glenpark (Limited)* (*ante* p. 534), decided some little time ago by Bigham, J., in the Commercial Court, important questions arose upon the construction of sections of the Merchant Shipping Act, 1894. By section 190 the Board of Trade is empowered to make regulations for the relief, maintenance, and sending home of seamen found in distress abroad. By section 191 the duty of affording the relief is cast upon governors of British possessions, consular officers, and others who are named in the section, who are directed to find a passage home for, and in the meantime to maintain, any seamen who by reason of having been shipwrecked are in distress in any place abroad; and they are to be paid, in respect of the expenses incurred, such sums as the Board of Trade may allow. Section 193, as amended by section 4 of The Merchant Shipping Act, 1898, directs that the amount of such expenses shall be a debt to the Crown from the shipowner, and shall be recoverable by the Board of Trade, on behalf of the Crown, by ordinary process of law. In the present case the action was brought to recover from shipowners expenses incurred in the maintenance and relief of distressed seamen abroad. It appeared that a ship belonging to the defendants having been wrecked in Australia, the crew were for some time maintained on behalf of the Crown, and some of them were provided with passages to the United Kingdom. The defendants, through their representatives, had paid each member of the crew the balance of wages due to him up to the time the ship was lost, and disputed their liability as to certain members of the crew, the wages paid to whom were in each case more than the expenses incurred by the Crown. The argument for the defendants was that a shipwrecked seaman did not become "distressed" within the meaning of the Acts so long as he had in his possession, from whatever source, sufficient money of his own to provide for his necessities for the time being. The learned judge gave judgment against the shipowners, holding that there was nothing in the sections which excluded from the category

of distressed seamen those who, being shipwrecked, happened at the date of the disaster to be entitled to arrears of wages. If the legislature had intended to exclude from the benefits of the Act men who had means of their own at their command, it would have said so. With regard to another question raised during the argument, namely, whether the production of the account of the expenses, together with proof of payment thereof by the Board of Trade, was not of itself conclusive against the defendants, the learned judge also decided against the defendants. He observed: "Having regard to the view I take on the first point, it is not necessary for me to decide this question, but I think it better to do so, for I may thereby save difficulty in future cases." The course taken by the learned judge is certainly in accordance with modern practice, but until recently it was the prevailing opinion that it was better to leave undecided any point which was not essential to the determination of the case. This opinion is founded upon the obvious dangers of an erroneous decision where a number of questions are raised, some of which may not have been fully discussed.

An interesting application of the rule which permits trust money to be followed has been made by Joyce, J., in *Re Oatway* (1903, 2 Ch. 356). A trustee paid into his banking account a sum of £7,000, of which £3,000 should have been set aside as trust money. After drawing on this for his own purposes to the extent of some £500, the trustee drew a cheque for £2,137 to pay for certain shares in a company which he had purchased. The remainder of the money was drawn out for his own purposes, and he died insolvent without having replaced the £3,000 of trust money. In the administration of his estate the shares were sold for £2,474, and this was claimed on behalf of the trust and also on behalf of the trustee's own estate. According to a strict application of the rule laid down in *Re Hallett's Estate* (13 Ch. D. 696) for the case where a trustee has mixed trust money with his own, it was possible to contend that the money first drawn out by the trustee and applied in payment of the shares was the trustee's own money, and the balance left in the bank was trust money. Thus the shares would belong to the trustee, and his subsequent drawings would be on the trust money. But this misses the real principle underlying *Re Hallett's Estate*, which seems to be that where out of the mixed fund a part has been preserved, whether by being left in the bank or by being placed upon a permanent investment, it is that part which is to be treated as trust money. In the present case the £2,137, although drawn out of the bank first, had nevertheless taken permanent form in the shares, and Joyce, J., held, accordingly, that the shares were to be treated as belonging to the trust; while in drawing upon and spending the rest of the moneys the trustee was dealing with his own moneys; or at any rate, having regard to the actual facts which were more complicated than stated here, not with the moneys of the trust.

The power of appropriating specific parts of the estate of a testator to answer particular dispositions is one which in general executors possess, and which is of great utility in the administration of the estate; see *Re Lepine* (1892, 1 Ch. 210); and it is not interfered with by the statutory power of the same nature conferred by section 4 of the Land Transfer Act, 1897; *Re Beverley* (49 W. R. 343; 1901, 1 Ch. 681). But in order that the power may be exercised, it is essential that it should be possible finally to sever the appropriated property from the testator's estate and devote it to the purposes of the legacy in question, and in consequence of failure to observe this requirement, the Court of Appeal in *Re Hall* (51 W. R. 529; 1903, 2 Ch. 226) have reversed the decision of Kekewich, J. (51 W. R. 107), and have disallowed the appropriation which had there been made by the executors. A legacy of £1,000 had been left contingently upon the legatee satisfying certain conditions, but without interest in the meantime. The executors purchased £700 Great Eastern Stock and appropriated it for this legacy, but when the legatee attained a vested interest the value of the stock had depreciated, and she refused to accept it in satisfaction of the legacy. The Court of Appeal have held that she was justified in taking this course. Had the legacy been vested at first, although not presently payable, it might properly have been severed from the testator's estate, and the legatee would have taken the benefit or the loss, as the case might be, of subsequent changes in the property. But being only contingent, it was not possible for them effectually to sever it from the testator's estate prior to the contingency happening, and especially as interest was not given in the meantime. On failure of the contingency the fund would still be part of the general estate, and, indeed, it was bound to remain so, inasmuch as the interest went to the estate until the legacy vested. "There is no authority," said Vaughan Williams, L.J., "for the proposition that the executors are entitled at their own will to take a part of the estate which they are holding to answer the contingent legacy, treating the contingent legatee as a *cestui que trust*." They may properly set aside such a sum as they consider will be amply sufficient to cover the legacy—in other words, to set aside a sum as security for it—and if in the event it should not be sufficient, they would not, as Romer, L.J., pointed out, be personally liable for the loss; but that is a different matter.

The case of *McDonald* v. *Smellie* (40 Scottish Law Reporter, 702) was an action by a father for damages for the death of his child, four years old, who had been bitten by a dog belonging to the defendant. It illustrates the difference between the Scottish law and that in this country, for in England the father of a child of tender years who had sustained no pecuniary damage by his death could not maintain an action under Lord Campbell's Act, merely on account of the mental suffering which he had undergone. It appears, however, that by the Scottish law a father may maintain an action of damages for a tort causing the death of his child without any proof of pecuniary damage. At the hearing of the case it was proved by medical evidence that the bite was not of itself dangerous, that the child died of cerebral meningitis, and that it was not certain that the meningitis was brought on or aggravated by the bite, yet that there was reason to believe that if the child had not suffered from the bite he would not have died. It was held by the Court of Session that the bite must be taken to be the proximate cause of the death of the child, and we think that their decision in this respect was in accordance with the English cases.

Lease by the Donee of a Power of Leasing to a Trustee for Himself.

It doubtless requires some courage for a judge of first instance to set aside a rule supported by the authority of Lord St. Leonards and by a decision of Wood, V.C., but this has been done by Farwell, J., in *Boyce* v. *Edbrooke* (51 W. R. 424; 1903, 1 Ch. 836). A testator, who died in 1877, by his will devised certain trade and residential premises to his son, Frederick Boyce, for life, and after his decease to his children as tenants in common in fee. The son carried on business upon the premises in partnership with one of his own sons, Henry Boyce, and a third person, and by a lease dated the 9th of May, 1892, purporting to be made under the powers of the Settled Land Act, 1877, and any other powers enabling him, he demised the whole of the premises to the three members of the firm, including himself, at the yearly rent of £60 10s. The lease contained covenants by the lessees with the lessor for payment of rent, for repair, and for insurance, and also a proviso for re-entry. Upon the granting of the lease it was agreed between Frederick Boyce and his partners that he should be at liberty to use the residential part of the premises rent free as long as he chose, and that when he ceased to reside there he should receive an additional £16 a year. In 1893 the interests of the two Boyces in the lease were assigned to the third partner, and ultimately the entirety of the leasehold premises became vested in Edbrooke. Frederick Boyce died in February, 1902, and an action was commenced by his children claiming possession of the premises upon the ground that the lease was void.

Prima facie, of course, the donee of a power of leasing, just like the donee of a power of sale, or any other person who is placed in a fiduciary position, is debarred from exercising his

power in his own favour, and it does not seem to have been doubted that he cannot grant a lease to himself simply. If for no other reason, this would be impracticable because of the impossibility of obtaining binding covenants between the lessor and the lessee. It has, however, been thought that this technical point was the only objection to the arrangement, and that if it was got over, then the lease was not void upon the substantial ground that the donee of the power had assumed as lessor and lessee two positions in which his duty and his interest were conflicting. Accordingly Lord ST. LEONARDS lays it down (Powers, 8th ed., p. 717) that, "where the terms of a power are complied with, it is no objection that the lease is granted in trust for the lessor himself, for that is a question merely between the parties. It is just the same thing as between the lessor and the successor, where *the legal tenant* is bound during the term in all requisite covenants and conditions." But he adds: "This is contrary to the general rule, and probably operates against the intention of the parties to the settlement." Moreover, in *Bevan* v. *Habgood* (1 J. & H. 222) WOOD, V.C., held that the case of tenant for life and remainderman was an exception from the general rule that a man cannot place himself in a situation where his interest conflicts with his duty, and that upon a similar principle a mortgagor could, under an express power of granting building leases until entry by the mortgagee, grant such a lease to a trustee for himself. "The matter," he said, "reduces itself to this (which, but for the authorities in the analogous case of tenant for life and remainderman, would be a very grave question) whether, under a power to grant leases at the best rents, and subject to other restrictions, the mortgagor can make a valid bargain, being himself the person with whom the bargain is in substance made." In such a case, as in the case of tenant for life, there would of course be an additional burden thrown upon the lessor to shew that the best rent had been reserved, and that the terms of the lease were in other respects proper. But if the onus of this proof is discharged, then according to Lord ST. LEONARDS and WOOD, V.C., the lease would be good, notwithstanding that it was granted in violation of a well settled rule of equity.

It is this conclusion which FARWELL, J., has contested in the present case of *Boyce* v. *Edbrooke*, and probably he would have shewn greater hesitation in doing so had either of the above authorities given a reason for their opinion other than that the decided cases were to this effect. They both admit, indeed, that reason is on the other side; that here, as in other instances, the donee of the power should not be allowed to exercise it in his own favour. But it was supposed that the decisions had established an exception to the rule, and that the exception had become binding on the court. This being so, it is of course permissible to examine these decisions over again, and it is as the result of such re-examination that FARWELL, J., has held that the case for the exception has not been made out. The cases upon which it is supposed to be based are *Wilson* v. *Sewell* (1 Blackst. 617), *Earl of Cardigan* v. *Montague* (Appendix to Sugden on Powers, 918), and *Taylor* v. *Horde* (1 Burr. 60). As to the second of these, FARWELL, J., has pointed out that the question of the effect of a lease by a donee of a power to a trustee for himself, although on the facts it might have been raised, was not really discussed by the court; and as to *Wilson* v. *Sewell*, that such leases were there approved simply because they had been customary during the 100 years or more which had elapsed since the passing of the private Act under which they were made. The custom accordingly was taken to be evidence of the meaning of the Act. More important, perhaps, is the definite statement of Lord MANSFIELD in *Taylor* v. *Horde* (1 Burr, p. 124): "It is no objection to a lease under a power that it is in trust for him who executes the power, provided the legal tenant be bound during the term in all requisite covenants and conditions." But this, as FARWELL, J., observes, "is a statement in the judgment of a court of common law, which in those days—1757—certainly did not regard equitable considerations at all," and the learned judge does not consider it any authority for departing from the ordinary principles of equity.

Upon the general question, therefore, of the possibility of the donee of a power of leasing exercising it in his own favour, FARWELL, J., rejected the statements made by Lord ST. LEONARDS and WOOD, V.C., on the authority of the above cases. "I think," he said, "it is decidedly unsafe for anyone now, relying upon that statement of the Vice-Chancellor, to grant a lease to a trustee for himself, or for anyone to accept the assignment of a lease granted to a trustee for a tenant for life, on the assumption that the courts would hold themselves bound by the statement of the Vice-Chancellor, or by the instances given in support of an exception, which, when examined, do not establish its existence, especially as the exception is from one of the most elementary and salutary doctrines of this court, that a man shall not put himself in a position where his interest conflicts with his duty." But in *Boyce* v *Edbrooke*, as appears from the facts stated above, there was no interposition of a trustee between the lessor and the lessee, so that in any case it seems the lease must have been bad for want of binding legal covenants. An attempt was made to shew that the covenants actually entered into were joint and several, so that they were separately binding on the two lessees other than the lessor, but the learned judge held upon the language of the lease that this was not so. The covenants were joint, and though, upon the death of the lessor, there would be a covenant binding the survivors alone, yet this was not enough. "The reversioners are entitled to have proper covenants enforceable from the commencement of the lease against all the three lessees." Both on technical and substantial grounds, therefore, the lease was void.

Reviews.

Advocacy.

HINTS ON ADVOCACY, CONDUCT OF CASES CIVIL AND CRIMINAL, CLASSES OF WITNESSES, AND SUGGESTIONS FOR CROSS-EXAMINING THEM, &c., &c. By RICHARD HARRIS, K.C. TWELFTH EDITION. Stevens & Sons (Limited).

It may with some safety be said that the advocate is born, not made, and probably forensic success is not to be got from the printed page. But this is no reason why the budding lawyer should not take such hints as he can from the experience of others, and that Mr. Harris's book has found an appreciative public is clear from the appearance of a twelfth edition. That he is a sound guide may be gathered from his advice about cross-examination: "When in doubt what question to put in cross-examination, put none." Even in advocacy silence may be golden, and this is one of the lessons that the young advocate has to learn. Still, the object of the work is to tell him what to say and how to say it, and this object Mr. Harris attains by means of a host of interesting, and often amusing, examples. The advocate must trust in the first instance to his native wit, but he will be none the worse for having tried to rub in some of Mr. Harris's, and he will have enjoyed himself in the process. Among the more serious matter which the book contains, we may notice the analysis in chapter 13 of the opening speech of Sir Alexander Cockburn in the famous Palmer case.

Books Received.

The Law Magazine and Review. A Quarterly Review of Jurisprudence. August, 1903. Jordan & Sons (Limited).

How to Understand the Balance Sheet and Other Periodical Statements. By A CHARTERED ACCOUNTANT. Jordan & Sons (Limited).

We understand that after the Long Vacation Mr. Ingpen, K.C., intends attaching himself to the court of Mr. Justice Kekewich instead of the court in which he has hitherto practised.

There is a forgotten book, called "Random Recollections of the House of Commons," which, says the *Daily Telegraph*, contains interesting pictures of the lawyer members of Parliament who flourished between 1830 and 1835. The singularity of the attire of Sir Charles Wetherell, Toriest of Tory Attorney-Generals, is thus described: "His clothes are always threadbare. I never yet saw a suit on him for which a Jew old-clothes man would give ten shillings. How or where he gets his wardrobe nobody knows, but everyone has remarked that a new suit, or even a new hat, coat, waistcoat, or trousers singly, was never yet seen to grace his person. As for braces, he has an unconquerable aversion to them." The latter sartorial peculiarity of Wetherell gave rise to the sarcasm that the only lucid interval in a violent anti-Catholic speech of his was "the one between his waistcoat and his breeches." It was also said of him by a political opponent that he escaped from the Bristol rioters "disguised in a clean shirt."

Points to be Noted.

Conveyancing.

Restrictive Covenants—Sale of Land under a Building Scheme.—Where land is sold under a common building scheme, with uniform stipulations affecting the various plots, the scheme implies a mutual contract and covenant under which any purchaser can enforce the stipulations against any other purchaser. But this well-settled principle is subject to the exception that a purchaser at any sale can only enforce the stipulations in respect of lots shewn as laid out up to that date, and as to which the restrictions are then defined. He cannot enforce them in respect of land retained by the vendor, as to which no lotting is shewn or stipulations published at the date of the sale at which he purchases. The stipulations, however, are mutually enforceable, notwithstanding that the conveyances made pursuant to the sale depart from the stipulations published at the sale, and a sub-purchaser of part of a lot is entitled to enforce the stipulations, notwithstanding that his vendor may have committed a breach of them in respect of the other part of the lot: ROWELL *v.* SATCHELL (Swinfen Eady, J., May 14) (1903, 2 Ch. 212).

New Orders, &c.

High Court of Justice.

LONG VACATION.

Notice.

During the vacation until further notice, all applications "which may require to be immediately or promptly heard," are to be made to the judges who for the time being shall act as vacation judges.

COURT BUSINESS.—Mr. Justice Walton, one of the vacation judges, will, until further notice, sit in King's Bench Court IX., Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, 19th of August, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in court.

No case will be placed in the judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the vacation judges (see notice below as to judges' papers), are to be left with the cause clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the cause clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made in any case of urgency to the judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as vacation judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The chambers of Justices Farwell and Swinfen Eady will be open for vacation business on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—Mr. Justice Walton will, until further notice, sit for the disposal of King's Bench business in judges' chambers on Tuesday and Thursday in every week, commencing on Tuesday, 18th of August.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30. Motions will be heard by the Registrar on Wednesdays, 19th August, 2nd, 16th, and 30th September, and 14th October, at 12.30. In matters that cannot be dealt with by a registrar, application may be made to the Vacation Judge by motion or summons.

Decrees nisi will be made absolute by the Vacation Judge on Wednesdays, the 19th August, the 9th and 30th September, and the 14th October.

A summons (whether before judge or registrar) must be entered at the Registry, and case and papers for motion (whether before judge or registrar) and papers for making decrees absolute must be filed at the Registry before two o'clock on the preceding Friday.

JUDGE'S PAPERS FOR USE IN COURT.—Chancery Division.—The following papers for the Vacation Judge, are required to be left with the cause clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, on the Monday previous to the day on which the application to the judge is intended to be made:—

1. Counsel's certificate of urgency, or note of special leave granted by the judge.
2. Two copies of writ and two copies of pleadings (if any), and any other documents shewing the nature of the application.
3. Two copies of notice of motion.
4. Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the judge's clerk in court for the return of their papers.

Result of Appeals.

Appeal Court I.

(Final List.)

The London and India Docks Co. and the Mansion House Railway and Canal Traffic *v.* The Midland Railway Co. and Great Eastern Railway Co. (Railway and Canal Commission). Appeal of The London and India Docks Co. from order of Mr. Justice Wright, Sir F. Peel and Viscount Cobham (set down April 7, 1902). Dismissed with costs. Aug. 3.

Abram Coal Co. (Limited) *v.* The Great Central Railway Co. (Railway and Canal Commission). Appeal of defendants from judgment of Mr. Justice Wright, Sir F. Peel and Viscount Cobham (set down Sept 24, 1902). Dismissed with costs. Aug 3.

Ackers, Whitley, & Co. (Limited) *v.* The Great Central Railway Co. (Railway and Canal Commission). Appeal of defendants from judgment of Mr. Justice Wright, Sir F. Peel, and Viscount Cobham (set down Sept. 24, 1902). Dismissed with costs. Aug. 3.

In the matter of an Arbitration. Hockley and Others *v.* Metcalf and Greig. Appeal of Hockley and Others from judgment of Mr. Justice Bigham (set down Feb. 9, 1903). Dismissed with costs. Aug. 3.

Green *v.* Barnes. Appeal of plaintiff from judgment of Mr. Justice Phillimore, without a jury, Middlesex (set down Feb. 18, 1903). Struck out for want of appearance. Aug. 3.

Vilanova *v.* The Olot and Gerona Railway Co. Appeal of plaintiff from order of Mr. Justice Darling (set down July 31, 1903). Dismissed with costs. Aug 4.

The King *v.* Steavenson and Others. Appeal of plaintiff from order of The Lord Chief Justice and Justices Wills and Channell (set down July 25, 1903). Dismissed with costs. Aug. 4.

(Final List.)

(For Judgment.)

Nadel *v.* Martin and Others. Appeal of defendants from judgment of Mr. Justice Bigham, without a jury, Middlesex (set down Dec. 16, 1902). Allowed with costs. Aug 6.

(For Hearing.)

Angier *v.* The Jungle Syndicated (Limited). Appeal of defendants from judgment of Mr. Justice Ridley, without a jury, Middlesex (set down Feb. 19, 1902). Allowed with costs. Aug 6.

Appeal Court II.

(Interlocutory List).

Geo. Beeson *v.* The Afrikander Gold Mining Co. (1902) (Limited). Appeal of defendants from order of Mr. Justice Swinfen Eady (set down July 24, 1903). Dismissed with costs. July 31.

(In Bankruptcy.)

In re O'Sullivan, J. A. (ex parte The Bankrupt) No. 403 of 1898, from an order made by Mr. Registrar Brougham, dated June 17, 1903, dismissing the bankrupt's application to rescind or annul the adjudication. Dismissed with costs. July 31.

(Interlocutory List.)

Dickinson *v.* Holt and Others. Appeal of defendants from order of Mr. Justice Kekewich (set down July 27, 1903) produce order (advanced by order). Dismissed with costs. August 1.

(Final List.)

Westminster Fire Office *v.* Reliance Marine Insurance Co. Appeal of defendants from judgment of Mr. Justice Kennedy, without a jury, Middlesex (set down Nov. 15, 1902). Dismissed with costs on opening. August 4.

(Motion for Stay of Execution.)

Bolitho *v.* Read (by order). Granted, costs to be dealt with on appeal on Monday.

(Original Motions.)

In re Sir Robert Peel. In the Matter of the Chattels at Drayton Manor and In the Matter of the Settled Land Acts, 1882 to 1890. Application of respondents to rectify order of Dec. 4th, 1899. Allowed. Costs of all parties to be paid out of income. Aug. 5.

The Bideford Urban District Council *v.* The Bideford, Westward Ho, and Appledore Railway Co., and The British Electric Traction Co. Application of defendants for leave to appeal from order of July 8, 1903 (by order). Dismissed with costs. Aug. 5.

(Final List.)

Rowson *v.* The Atlantic Transport Co. (Limited). Appeal of plaintiff from judgment of Mr. Justice Kennedy, without a jury, Middlesex (set down Dec. 1, 1902). Dismissed with costs. Aug. 5.

The Greenock Steamship Co. (Limited) *v.* The Maritime Insce. Co. (Limited). Appeal of plaintiffs from judgment of Mr. Justice Bigham (Commercial List), London (set down Dec. 23, 1902). Dismissed with costs. Aug. 6.

Herne Bay Steamship Co. *v.* Hutton. Appeal of plaintiffs from judgment of Mr. Justice Grantham, without a jury, Middlesex (set down Feb. 16, 1903). Allowed with costs. Aug. 6.

[Compiled by Mr. ARTHUR F. CHAPPLE, Shorthand Writer.]

Cases of the Week.

Court of Appeal.

ROWELL *v.* ROWELL. No. 1. 30th July.

HUSBAND AND WIFE—SEPARATION DEED—MAINTENANCE OF SON OF MARRIAGE—PAYMENT TO WIFE SO LONG AS THE SON REMAINS UNDER HER TUTELAGE OR CARE—SON SENT TO SCHOOL.

Appeal from the judgment of Wright, J. The action was brought by a wife against her husband to recover arrears of maintenance under a separation deed from the 1st of January to the 30th of June, 1902, in respect of the son, of the marriage, John Reed Rowell. By the separation deed, which was dated the 5th of March, 1896, the husband agreed that he would, during the joint lives of himself and his wife, if they should so long live separate, pay to her the weekly sum of £1 10s. for her sole and separate use without power of anticipation, and also that he would, during his life, "if the said John Reed Rowell (the son) shall so long remain under the age of twenty-one years and reside with or under the tutelage or care of the wife," pay to the wife "the further sum of 10s. per week for and towards the support, maintenance, board, lodging, clothing, and education of the said John Reed Rowell (the son)." By the deed the wife covenanted that she would, out of the provision so made for her or otherwise, provide and pay for all necessary board, lodging, clothing, &c., which she might require, and would indemnify her husband from all claims in respect thereof, "and that she shall and will from time to time, with and out of the said further sum of 10s. per week hereinbefore agreed to be paid by" the husband, "support, maintain, board, lodge, clothe, and educate the said John Reed Rowell, the son, in a suitable manner, and supply him with all things necessary or proper," and would keep her husband indemnified against all claims in respect thereof. In 1901 the plaintiff obtained a nomination for the son, who was fourteen years of age, at Christ's Hospital, and the boy was duly admitted, and remained there until the present time. The boy was provided by the school with everything except boots and underclothing, which the plaintiff had to provide. Upon an application by the defendant by originating summons in the Chancery Division, Kekewich, J., by consent, ordered that the boy should remain at Christ's Hospital, that his father should have access to him at the school, and that he should spend the first half of his holidays with his father and the remainder with his mother. The defendant, in his defence to the present action, alleged that the son had not since the 1st of January, 1902, resided with or been under the tutelage or care of the plaintiff, nor had she paid for his support, maintenance, &c., and therefore he was not liable to pay the 10s. a week. Wright, J., held that the defendant was not liable, because after the order of Kekewich, J., the son was not any longer under the tutelage or care of the mother. The plaintiff appealed.

THE COURT (COLLINS, M.R., and MATHEW and COZENS-HARDY, L.JJ.) allowed the appeal. They held that the fact that the son was at Christ's Hospital was not in any way inconsistent with his being under the tutelage or care of the mother. It was not necessary that the boy should always remain under his mother's roof. It was plainly contemplated that he should go to school. Nor did the order of Kekewich, J., alter the provisions of the separation deed and substitute something else for them, even assuming that the learned judge had any power to alter the provisions of the deed. That order was entirely consistent with the deed. The plaintiff, therefore, was entitled to judgment.—COUNSEL, *McCall*, K.C., and *J. A. Sinclair*; *J. G. Witt*, K.C., and *J. A. Slater*. SOLICITORS, *Nunn, Popham, & Starkie*; *Baillie & Co.*, for *Sir Richard Howard*, Weymouth.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

SAUNDERSON *v.* THE BLYTHE THEATRE CO. AND HOPE. No. 2. 22nd and 23rd June; 30th July.

PRACTICE—COSTS—DEFENDANT JOINED IN THE ALTERNATIVE—LIABILITY OF UNSUCCESSFUL CO-DEFENDANT TO PAY COSTS OF SUCCESSFUL CO-DEFENDANT—RULES OF SUPREME COURT, ORD. 16, R. 4, ORD. 65, R. 1.

Appeal from a decision of Grantham, J. The plaintiff had brought an action originally against the Blythe Theatre Company alone to recover a sum of £189 11s. 6d. for work done and materials supplied in connection with the defendants' theatre at Blythe. The statement of claim alleged that the work was done and the materials supplied at the request of the company by their agent, Hope, the architect employed in building the theatre. By their defence the company denied (*inter alia*), that they or their agents requested the plaintiff to supply materials or do work as alleged in the statement of claim. Thereupon the plaintiff took out a summons for leave to add Hope as a defendant to the action, and an order was made giving the plaintiff liberty to amend the writ by adding the name of Hope as a defendant to the action, and to amend the statement of claim by claiming in the alternative against Hope the same sum as that claimed against the company, and in the further alternative claiming the same sum against Hope by way of damages for breach of warranty of authority. The writ and statement of claim were amended accordingly. The company put in an amended defence, alleging that Hope had no authority to employ the plaintiff. The defendant Hope, by his defence, denied that he was the agent of the company, and set up other defences identical with those set up by the company. At the trial the jury found a verdict for the plaintiff against the defendant company, and thereupon the judge ordered that judgment should be entered for the plaintiff against the company, and for the defendant Hope, and also ordered that the defendant Hope should recover against the plaintiff costs to be ascertained, and that the plaintiff should recover costs against the defendant company, to be taxed, and also the plaintiff's taxed costs occasioned by joining the defendant Hope, including the costs which the plaintiff was adjudged to pay to the defendant Hope. The learned judge gave leave to the company to appeal from so much of the judgment as directed them to pay to the plaintiff costs incurred by joining the defendant Hope, including the costs which the plaintiff was ordered to pay to the defendant Hope. An appeal was accordingly brought, but to it the defendant Hope was not a party.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.) in a reserved judgment dismissed the appeal.

ROMER, L.J., read the following judgment: This action, seeking relief in the alternative against the two defendants, was rightly brought under Ord. 16, r. 4—see *Honduras Inter-Oceanic Railway Co.* v. *Lefevre* (L. R. 2 Ex. Div., 301), and *Bennetts & Co.* v. *McIlwraith & Co.* (1896, 2 Q. B. 464). The rule is a beneficial one, and a plaintiff who rightly brings such an action as the present ought not to be mulcted in costs by reason of his taking advantage of the rule in a proper case. Under the Judicature Act, 1890, s. 5, and Ord. 65, r. 1, the court has full power over the costs of all parties in such an action. And, in my opinion, it has jurisdiction to order the plaintiff to pay the costs of the defendant against whom the action fails, and to add those costs to his own to be paid by the defendant against whom the action has succeeded, and whose conduct has necessitated the action. This jurisdiction has been frequently exercised in Chancery in proper cases, and can, of course, be exercised in the King's Bench Division. The costs so recovered over by the plaintiff are in no true sense damages, but are ordered to be paid by the unsuccessful defendant on the ground that in such an action as I am considering those costs have been reasonably and properly incurred by the plaintiff as between him and the last-named defendant. See, by way of illustration, *Child* v. *Stenning* (11 Ch. D. 82), where it will be seen, on looking into the facts of that case, that Jessel, M.R., at p. 87, made exactly such an order as I have been indicating. The modern practice, in order to avoid circuity, has been, in such cases where there has been no jury, to order the unsuccessful defendant to pay directly to the successful defendant his costs: see *Rudow* v. *Great Britain Mutual Life Assurance Society* (17 Ch. D. 600, 607, 608). But, of course, a judge has jurisdiction to follow the old practice if he thinks fit to do so, and ought to do so when necessary, as, for example, when, having regard to ord. 65, r. 1, difficulties would otherwise arise by reason of the trial being with a jury. I think, therefore, that in the present case Grantham, J., had jurisdiction to make the order he did. Of course, in exercising the jurisdiction, a judge should have regard to the circumstances of the case, and be satisfied that it is just that the unsuccessful defendant should, either directly or indirectly, have to pay the costs of the successful defendant. In the present case I do not think that I myself should have given to the defendant Hope, having regard to his defences and conduct, any costs whatever, either as against the plaintiff or co-defendant. But I do not think it is open to the appellant on this appeal to go into the question whether the defendant Hope should have been paid his costs, for the following reasons: No doubt at the trial the plaintiff did not question Hope's right to costs. But the question as to costs was adjourned. At the adjournment Hope was not present, but the appellant company was present. If the company had taken the point that Hope ought not to have had his costs, Hope could have been brought before the court again and the matter been fully argued and decided. But the company did not raise the point, and I think the company and the plaintiff must be taken to have agreed that there was no "good cause" shown for depriving Hope of costs under ord. 65, r. 1. The only point argued by the company was that the court had no jurisdiction to add Hope's costs to the plaintiff's, and in that way order the company to pay them, and I think it is too late now for the company to argue that the defendant Hope never ought to have had his costs provided for as they have been. I think, moreover, that the leave to appeal was given on the question of jurisdiction only, and this view is borne out by the notice of appeal and by the fact that the defendant Hope is not before this court. And, lastly, with regard to the suggestion that the costs of Hope have been made to include costs of the issues on which he failed, I need only say that the taxation of those costs was in the presence of the company, and that it is too late now to question the amount taxed.

STIRLING, L.J., having delivered judgment to the same effect,

VAUGHAN WILLIAMS, L.J., added.—I concur in the judgments because I think there is jurisdiction under the old Chancery practice for ordering recoupment of costs ordered to be paid by another litigant. It may be necessary to exercise this jurisdiction in a case like the present when there are claims against alternative defendants and the issues are tried by a jury, but generally I think that under the Judicature Act this jurisdiction should only be exercised in exceptional cases, and in the present case I cannot help doubting whether the learned judge had present to his mind either the question whether he ought to deprive Hope of costs or whether, as between Hope and the Theatre Company, the company ought to pay Hope's costs, or whether the defence conduct of the company was not reasonable and proper having regard to the statements made to the company by Hope, their architect. The result does not seem to me very satisfactory, but I suppose it cannot be helped.—COUNSEL, *Manisty*, K.C., and *E. Shorte*; *Scott Fox*, K.C., and *H. Drysdale Woodcock*. SOLICITORS, *Hanne & Hanne*; *Gibson, Weldon, & Bilbrough*.

[Reported by R. R. CAMPBELL, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re SOMERVILLE AND TURNER'S CONTRACT. Kekewich, J. 28th July.

VENDOR AND PURCHASER—EQUITABLE INTEREST IN COPYHOLDS—LAND TRANSFER ACT—PERSONAL REPRESENTATIVES.

This was an adjourned summons under the Vendor and Purchaser Act, 1874. S. T. Chatt, the owner of the equitable estate in a copyhold cottage, 29, Rosedale-street, Sunderland, died intestate, and letters of administration were granted to his widow, who on the 12th of November, 1901, conveyed the equitable estate in the said cottage to J. E. Somerville, and it was declared that the person or persons in whom the legal estate was vested should stand seized thereof according to the custom of the manor in trust for the purchaser. On the 10th of October, 1902, J. E. Somerville entered into an agreement with G. Turner for the sale to him of the equitable estate in the said copyhold cottage. The point to be decided was whether, upon the construction of section 1, sub-sections 1 and 4, of the Land Transfer Act, 1897, the equitable estate in the copyhold cottage vested in Mrs. Chatt as the personal representative of her husband, or whether it vested in the customary heir. Section 1, sub-section 1: "Where real estate is vested in any person without a right in any other person to take by survivorship, it shall, on his death, notwithstanding any testamentary dispositions, devolve to and become vested in his personal representatives or representative from time to time as if it were a chattel real vesting in them or him." Sub-section 4: "The expression 'real estate' in this part of this Act shall not be deemed to include land of copyhold tenure or customary freehold in any case in which an admission or any act by the lord of the manor is necessary to perfect the title of a purchaser from the customary tenant." For the purchaser it was argued that sub-section 1 did not apply, and that the equitable estate did not vest in the personal representatives, and that the words copyhold tenure in sub-section 4 included both legal and equitable estates, and that the words "in any case" and those following only applied to customary freeholds. For the vendor it was contended that in other Acts a distinction was drawn between legal and equitable estates in lands of copyhold tenure, and to hold that this Act did not apply to equitable estates in copyhold lands would cut down the scope of the Act.

KEKEWICH, J., said: In this case two questions arise on the construction of the Land Transfer Act, 1897. The object of Part I. of that statute was to establish a real representative. It was thought inconvenient that freehold estates should vest in the heir whereas leaseholds vested in the legal personal representative, and accordingly by section 1, sub-section 1, real estate was vested in the personal representative as if it was a chattel real. There was no new real representative appointed, but the personal representatives are constituted real representatives. The first question is, Does this apply both to legal and equitable estates? I see no reason why it should not apply to equitable estates. It is impossible to conceive that when the Legislature provided for real estate being vested in the personal representatives it was intended that equitable estates should not be affected. Personal representatives take chattels real whether legal or equitable, and in the present case the equitable estate would have vested in the personal representative if it had been a freehold; but here the estate was copyhold. It is said that section 1, sub-section 4 of the Act of 1897 takes the equitable estates in copyholds out of the operation of Part I. of the Act. It is said that all land of copyhold tenure is excluded from the expression "real estate" in sub-section 4, but that depends on a reading of the sub-section by which the words following the words "customary freeholds" would apply to customary freeholds only. It is possible to read the sub-section in this way if it were necessary to give it a rational interpretation, but to my mind it is not necessary. "Real estate" is not to be deemed to include land of copyhold tenure or customary freeholds in any case. Grammatically that means either copyhold tenure or customary freeholds in any case, and unless the words that follow show on the face of them that they are inapplicable to both they must be applied to both. I see no reason why the words do not apply to both. The words customary tenant would seem to refer to customary freeholds, but a tenant of copyhold land is a tenant according to the custom of the manor, and the phrase seems to me to apply both to customary freeholds and to copyholds. There is good reason for the restricted meaning of this exception in that, where land descends to the customary heir, the intervention of a personal representative would interfere with the peculiar relations which exist between the lord of the manor and the tenant, and so create a difficulty. But that does not arise in the case of an equitable interest. It is said that the other interpretation must be sound because this is an Act to amend the Land Transfer Act, 1875; but in section 2 of that Act, which contains similar words to sub-section 4, copyhold land is not mentioned. We have not the alternative which is found here. And when you bring in the alternative copyhold or customary freehold the Act of 1875 ceases to have application to a large extent. That being so, and this not being a case in which the act of the lord is necessary, because the equitable estate may be conveyed without the act of the lord at all, I think that the equitable estate of the copyhold land passed to the personal representative from whom the present vendor purchased, and he has, therefore, a good title.—COUNSEL, *Gatey*; *Methold*. SOLICITORS, *S. Gissing Skelton* for *W. M. Humphrey*, Sunderland; *J. & R. Gole*, for *T. Thorburn Nesbitt*, Sunderland.

[Reported by R. F. STUBBING, Esq., Barrister-at-Law.]

STROUD *v.* ROYAL AQUARIUM AND SUMMER AND WINTER GARDEN SOCIETY (LIMITED) AND OTHERS. Joyce, J. 28th and 29th July.

COMPANY—WINDING UP—DISTRIBUTION OF SURPLUS ASSETS—GRATUITY TO DIRECTORS—ULTRA VIRES—COMPANIES ACT, 1862, s. 133.

Witness action. The plaintiff in this case, who sued on behalf of himself and all other the shareholders (except the defendants) of the defendant company, brought his action against the company and its managing director, Mr. Ritchie, and his four co-directors, for a declaration that a certain resolution passed and confirmed by the shareholders in general meeting was improperly obtained, and that it was *ultra vires* and invalid, and he further sought an injunction to restrain its being carried into effect. The material facts, put shortly, were as follows: The company had recently sold its undertaking and property for £330,000, and in January, 1903, the directors sent out to the shareholders notices of an extraordinary general meeting for the 28th of January to consider and, if they thought fit, to pass the following resolutions: (1) that the company be wound up voluntarily and that the directors be appointed liquidators; (2) a resolution fixing the remuneration of the liquidators; and (3) a resolution determining what sum should be distributed among the officers and servants of the company. At the meeting the first resolution was duly carried; the second resolution provided (in effect) that if the shareholders got their capital returned in full (which happened) the remuneration divisible among the liquidators should be £5,000, and was duly passed in that form. For the third resolution Mr. Ritchie moved: "That the sum of £7,800 be distributed amongst the officers and servants of the company, and that of that amount £3,000 be paid by the liquidators to Mr. Ritchie, £1,865 to the secretary, £1,865 to the accountant, and" (in effect) that the balance should go among the company's servants as the liquidators thought fit. This resolution was lost by a large majority, all but four voting against it. Mr. Ritchie demanded a poll, which being taken the resolution was carried by the aid of proxies which the directors obtained in response to a circular sent out for that purpose. On the 5th of February the directors sent out notices of a meeting to confirm the above resolutions. At such meeting the resolution in question was rejected on a show of hands, but on a poll being demanded and taken was again carried by the aid of the proxies. It appeared that Mr. Ritchie had, as managing director, been paid about £2,000 a year by way of salary and commission, would make a large profit on his own holding of shares, and would take £2,500 out of the £5,000 given to the liquidators; but the plaintiff contended that these facts had not been notified to the shareholders when their proxies were obtained, and consequently that the resolution had been improperly carried. The plaintiff relied on *Hutton* v. *West Cork Railway Co.* (23 Ch. D. 654) as showing that the transaction was *ultra vires*.

JOYCE, J., in giving judgment for the plaintiff, dealt first with the merits, and said that the manner in which the three-fourths majority had been obtained was, to say the least, open to very considerable observation, and he was not surprised that it caused great dissatisfaction among the shareholders. It was quite plain that the payments were to be made absolutely gratuitously, and it was not contended that they were to be as remuneration for past services, which everyone admitted had been sufficiently—even liberally—paid for in the past, nor as remuneration for future services, for the amount appropriated for the remuneration of liquidators was liberal not to say extravagant. Nor was his lordship going to decide whether or not the payment of these sums in the manner contemplated was or was not reasonable. He certainly expressed no opinion that it was reasonable. The resolution was attacked on two grounds: (1) that it was obtained by an artful contrivance in the way in which the shareholders were circularized, and (2) that it was *ultra vires*. There was upon the evidence certainly something to be said upon the first ground, but it was unnecessary to decide the case upon that ground, because in his lordship's opinion the case came within the principle of, and was covered by, *Hutton* v. *West Cork Co.* (*ubi supra*). That case was under the Companies Clauses Act, and was attempted to be distinguished upon the ground that there the Act of Parliament expressly prescribed what was to be the destination of surplus assets. So did an Act of Parliament in this case—viz., by section 133 of the Companies Act, 1862 (his lordship read that section), just as much as in *Hutton* v. *West Cork Co.* Further, it was said that the judgments of Baggallay, L.J., and Fry, J., in that case were dissenting judgments. But in answer to that it was observable that the one ground of Baggallay's, L.J.'s, dissent from the other judges was in this case wanting: the whole foundation of his judgment was that he considered the company to be still a going concern; also, the whole foundation of the judgment of Fry, J., in that case, in first instance—viz., the power to remunerate for past services—was absent from the present case. In his lordship's opinion the learned judges in that case would have decided the present case in the same way, and he unhesitatingly followed their decision. The resolution must be declared invalid and *ultra vires*, and the liquidators enjoined from carrying it into effect.—COUNSEL, *Badcock*, K.C., and *Sims*; *Hume Williams*, K.C., and *R. J. Parker*. SOLICITORS, *Lewis Stroud*; *Hollams, Sons, Coward, & Hawksley*.

[Reported by ALAN C. NESBITT, Esq., Barrister-at-Law.]

High Court—Probate, &c., Division.

In the Goods of **AUGUSTUS STANLEY SCOTT (DECEASED).**

PROBATE—NUNCUPATIVE WILL—SOLDIER'S DECLARATION.

This was a motion for a grant of administration to the estate of Augustus Stanley Scott, a trooper in the 9th Lancers, to Helena Louisa Scott, his sister. It appeared that early in 1901 the attention of the officers commanding various regiments then located in South Africa was called by the War Office to the fact that many men had died without leaving any trace of their next-of-kin or of ever having made any will, and directed that squadron officers should submit rolls to orderly rooms showing the next of-kin of all the men under their respective commands or the person to whom they desired their effects to go in the event of death. In compliance with this order Trooper Scott gave in the name of his sister as the person to whom he wished his effects to go. The declaration was as follows: "Record of Declaration.—No. 4,059. Private A. S. Scott made a statement to me at Rouxville, O. R. Colony, on the 12th of May. 1901, to the following effect: In the event of my death in South Africa I desire all my effects to be credited to my sister, Miss N. Scott, 39, Hawley-road, London, N. Declaration made in my presence, F. Ketley, S.S.M., 9th Lancers. Declaration made in my presence, W. A. Letts, S.Q.M.S., E. R. Gordon, Captain, Commanding D. Squadron, 9th Lancers, S. M. Follett, Major, Commanding 9th Lancers, Sailkot, the 16th of April, 1902." Trooper Scott died of wounds at Dielfontein, South Africa, on the 3rd of March, 1902, and the War Office handed over the effects of the deceased, with the declaration, to his sister, Miss Scott. The probate registry, however, had refused to grant probate without the authority of a judge of the Division, on the ground that, although the War Office treated the document as a nuncupative will, nevertheless that fact did not make it one. In support of the document counsel submitted that it was ample as a soldier's will. He cited *Morrell* v. *Morrell* (1 Hagg. Ecc. 51), as showing that the form was sufficient. For the other side it was contended that nothing depended upon the form, and that it was more a matter of intention.

JEUNE, P., in giving judgment, said that he was clear that the declaration was a testamentary document. The deceased had made a declaration disposing of his effects, whatever "effects" might mean. He thought, th-refore, that probate ought to be granted; but he desired to stop there, for he was not called upon to decide the question of construction, but merely whether the document was entitled to be admitted to probate, and all that was to be decided was that the oral declaration was a proper soldiers' will. There would, therefore, be a grant of administration with the will annexed.—COUNSEL, *Barnard; Grazebrook.* SOLICITORS, *A. J. Ford; Stock & Co.*

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

In the Goods of **THOMAS ROBSON HUTCHINSON (DECEASED).**

PROBATE—LEAVE TO SWEAR DEATH.

This was a motion for leave to swear the death of Thomas Robson Hutchinson, master mariner of the steamship *Dungonnell*. It appeared that Captain Hutchinson sailed on the the 23rd of February, 1903, from Shields to Belfast. Under ordinary circumstances the voyage would have lasted about four days, but heavy weather was experienced at this time, and the ship had not been heard of since except for the fact that a life buoy had been picked up at Cruden Bay, Aberdeenshire, bearing the vessel's name. She had been posted at Lloyds as missing, and the vessel had been paid upon by the underwriters as a total loss. Captain Hutchinson was insured in the Refuge Assurance Co. of Manchester, and they had intimated that the principal would be paid in due course.

JEUNE, P., gave leave to swear the death on or since the 23rd of February, 1903.—COUNSEL, *H. Newson.* SOLICITORS, *Foulger, Robinson, & Miller,* for *F. W. Service,* Sunderland.

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

ANDREW *v.* **RAMSAY & CO.** Div. Court. 16th July.

PRINCIPAL AND AGENT—SECRET COMMISSION—COMMISSION OF AGENT—RIGHT OF PRINCIPAL TO RECOVER

This was an appeal by the defendants from the county court judge at Clerkenwell, and raised an important point as to the right of the principal to recover commission paid to an agent who has recovered a secret commission from the other side. The facts of the case are as follows: In June of last year, the plaintiff, who is a builder and the owner of certain property, instructed the defendants to find a purchaser for the property, and fixed the price at £2,500 and agreed to pay them £50 as commission. In July, the defendants introduced a certain Clutterbuck, and after some negotiation the plaintiff agreed to sell the property at £2,200. Clutterbuck then paid the defendants £100 as a deposit, of which they retained £50 as the commission, and handed the balance to the plaintiff. The plaintiff subsequently discovered that the defendants had received the sum of £20 as secret commission from Clutterbuck, and he thereupon brought an action to recover that sum from the defendants who paid it into court. He then brought this action to recover the £50 paid as commission on the ground of their breach of duty in accepting a secret commission. The county court judge gave judgment for the plaintiff on the ground that the agent is only entitled to his commission if he performs his duty satisfactorily and acts entirely in his employer's interest. For the defendants it was contended that the consideration on which the commission was paid had not entirely failed. The plaintiff was estopped from recovering this sum by his previous action, for the case of *Salomon* v. *Pender* (13 W. R. 637, 3 H. & C. 639) was distinguishable. Counsel cited *Morrison* v. *Thompson* (L. R. 9 B. 485; Leake on Contract, p. 227).

THE COURT (Lord ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) dismissed the appeal.

Lord ALVERSTONE.—It has been contended here that the plaintiff cannot succeed because the £20 which was illegally received by the defendants has been recovered by him. In my opinion, the claim for the £50 rests on different grounds, and has nothing to do with the secret profit which the defendants were compelled to pay over to the plaintiff. It is there said that the plaintiff cannot recover except on a total failure of consideration, and that that has not been proved in this case. I think that that argument loses sight of *Salomon* v. *Pender*. That case decided that an agent could not recover commission from his employer for sale of land, as he had sold it to a company in which he was himself interested as a shareholder and director. That case was not decided on any technical ground, but laid down the principle that an agent who acts in his own interests, and not in those of the principal, is not entitled to any commission. There is no direct authority in point, but I think it is within the principle of *Salomon* v. *Pender*, and that the defendants cannot be allowed to stand in any better position because they have received the money.—COUNSEL, *Neilson; Chester Jones.* SOLICITORS, *Whittington, Son, & Barham; Lewis & Co.*

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

CRONAN *v.* **STANIER** Kennedy, J. 31st July.

MARINE INSURANCE—CONSTRUCTIVE TOTAL LOSS ONLY—SUE AND LABOUR CLAUSE—CLAIM BY UNDERWRITERS FOR SERVICES RENDERED—COMMON LAW—MARITIME LAW—SALVORS.

This was an action brought to recover as for a constructive total loss on a policy of marine insurance, dated the 30th of August, 1900, on the vessel *Isidoro Antunes.* The plaintiff was the mortgagee of the vessel and the defendant was an underwriter at Lloyd's. Of the mortgage debt the sum of £6,000 remained due and owing. The policy, which was against "total and or constructive total loss only," contained the following clause: "And in case of any loss or misfortune it shall be lawful to the assured, their factors, servants, and assigns, to sue, labour, and travel for, in, and about the defence, safeguard, and recovery of the said goods and merchandises and ship, &c., or any part thereof, without prejudice to this insurance." The insured value was to be taken as the repaired value, and was fixed at £14,000. The vessel, on the 18th of May, 1901, was on a bank in the river Amazon in such a manner as to be submerged, with the exception of the awning-deck, the promenade deck and part of the fore-part of the vessel, twice a day with a four-knot tide. The crew encamped on the shore, half-a-mile distant, and on the 19th of May they left for Para, leaving six of their number to guard the vessel. On the 23rd this guard was withdrawn, the owners considering that it was for the underwriters to guard the vessel as the former considered the vessel to be a constructive total loss. Between that date and the arrival of the representative of the underwriters on the 8th of June, the vessel was looted by the inhabitants of the banks of the Amazon, the vessel being practically cleared of fittings and a large quantity of deck-planks cut out and removed. The defendants raised the vessel through a contractor on the "no cure no pay" principle, and brought the vessel into Para. The plaintiffs claimed as for a constructive total loss. The defendants denied the total loss and counter-claimed (1) for £4,500 for the expense incurred in raising and bringing the vessel into Para; (2) for such an award as salvors as might be just. The jury found that the reasonable cost of raising and taking the vessel to Para would have been £3,500; that the repairs at Para would have been £6,000; that the reasonable cost of repairing the damage caused by plundering would have been £3,000; that the plundering damage was all done before the 8th of June; that the underwriters did not have the opportunity of preventing plundering, but that the owners could have prevented the plundering to the full extent. On the counter-claim the defendants contended that at common law they were entitled to the expense incurred in raising the vessel and bringing her to Para, as work and labour done on an implied promise to pay. That if they were not entitled at common law, then, under the maritime law, the defendants were entitled to an award as salvors. All the elements of salvage were present, and the mere fact that the defendants had an interest did not of itself disentitle them to an award as salvors. The plaintiff denied that the defendants were entitled to recover for work and labour done. If they could, then they were the "factors, servants, or assigns" within the meaning of the sue and labour clause, and that the defendants could be paid, but under that clause would have to repay the plaintiffs, and therefore, to prevent circuity of action, the defendants could not be held entitled to recover. The services rendered were not salvage services. That as the defendants were underwriters, and had an interest, they could not be entitled, as salvors, to an award. The following cases were cited:—*The Pickwick* (16 Jurist 669), *The Solway Prince* (1896, P. 120), and *The Plurissima Concepcion* (3 W. Robinson 181).

KENNEDY, J., in giving judgment, said that the claim was for "total and or constructive total loss only"; that the sue and labour clause was not struck out, and the word "only" did not operate to strike out that clause. If the assured sued and laboured to avoid a loss, they could have recovered from the underwriters. The jury had decided that there had been no constructive total loss, and that in his opinion the defendants could not recover on the counterclaim at common law for work and labour done under an implied promise to pay, or by a request. He was of opinion that the case of *The Pickwick* was distinguishable from that under consideration. As insurers, the underwriters had an interest in saving the loss, and he

is of opinion that they could not claim an award as salvors. He therefore gave judgment for the defendants on the claim and for the plaintiffs on the counterclaim.—COUNSEL, *Scrutton*, K.C., and *Loehnis*; *Hamilton*, K.C., and *Maurice Hill*. SOLICITORS, *Thomas Cooper & Co.*; *Waltons, Johnson, Dibb, & Whatton*.

[Reported by W. T. TUBTON, Esq., Barrister-at-Law.]

Solicitors' Cases.

Solicitors Ordered to be Struck Off the Rolls.

Aug. 4.—ONESIMUS SMART BARTLETT.

Aug. 4.—CHRISTOPHER FREDERIC EMMOTT, of 26, Budge-row, in the City of London.

Aug. 4.—JOSEPH SADLER LOVETT, of Cricklade, Wilts.

Aug. 4.—WILLIAM HARRY ELPHINSTONE STONE, of Billiter-square-buildings, in the City of London, and of Havre, France.

Solicitor Suspended for Two Years.

Aug. 4.—ERNEST FIELD, 23, John-street, Bedford-row, London.

*** We understand that in the case of *Re Maitland, Pickthall* v. *Dawes* (*ante*, p. 709), the application to allow the commission was made by the auctioneer; the master to whom the question of practice was referred was Master Burney, and the auctioneer's application was dismissed with costs.

Legal News.

Appointments.

Mr. W. S. H. OULTON, barrister-at-law, has been appointed a Revising Barrister, in succession to Mr. F. H. Mellor, K.C., who vacated the post on being created a King's Counsel.

Mr. W. J. BROOKS, barrister-at-law, has been appointed a Revising Barrister, in place of Mr. Magee, resigned.

Mr. G. BETTESWORTH PIGGOTT, barrister-at-law, the senior Judge of His Britannic Majesty's Court for Zanzibar, has been appointed President of the East African Protectorates Appeal Court.

Mr. AUGUSTINE F. BAKER, solicitor, President of the Incorporated Law Society of Ireland, has received the honour of Knighthood.

Mr. HENRY FAURE ASTON, barrister-at-law, has been appointed a Judge of the High Court of Judicature, Bombay, in succession to Mr. Justice Candy, C.S.I., who has retired.

General.

Mr. Justice Barnes has left London on a long sea voyage for the benefit of his health. He expects, says the *Times*, to return in time to resume his judicial duties at the Law Courts at the beginning of the Michaelmas Sittings.

It is stated that the late Mr. G. W. de Saulles, the chief engraver to the Royal Mint, at the time of his death had just completed his design for the new great seal of England, which was necessitated owing to the inauguration of the new reign. This, with some slight difference in the national emblems, is also the design for the new great seal of Ireland.

The fifty-seventh report of the Commissioners in Lunacy has just been issued. The number of notified lunatics in England and Wales on the 1st of January last was 113,964, being 3,251 in excess of the number on the same day in 1902. This increase exceeds the annual average increase in the preceding ten years by 837, and in the preceding five years by 853.

One who stores water along a stream which is a natural highway for running logs, and discharges it for the purpose of aiding a drive, so as to increase the natural volume of the stream and overflow and wash away the banks, is held, says the *Albany Law Journal*, in *Brewster* v. *J. & J. Rogers Co.* ([N. Y.], 48 L. R. A. 495), to be liable for the injury thereby caused to riparian owners.

At the invitation of the Burgomaster and municipality of Antwerp, the twenty-first conference of the International Law Association will be held at the Cercle Artistique in that city on Tuesday, the 29th of September, and the three following days, when M. Auguste Beernaert, Minister of State, and President of the Belgian Association of Maritime Law, will preside. The members of the association will be the guests of the Burgomaster and municipality of the city at a reception, and of the Belgian Association of Maritime Law at a banquet, during their stay there. A paper by Mr. Justice Phillimore on "The Desirability of the British Government's taking part in the Legal Conferences at The Hague on Private International Law" will be read on the 29th of September.

A journal entry by a clerk of court in the State of Washington was, says the American *Case and Comments*, made as follows:—"After hearing the argument by counsel and the evidence introduced, and being somewhat muxed in his opinion, the court proceeded to sum up the case, remarking upon the frailties of human nature, and owing to the fact of the unaccountable absence of angels on this earth, and particularly in Spokane, misunderstandings were liable to occur in any family. Court can't consider as plea a partial failure to provide and support, complaint does not state failure to provide as claimed in the trial. The passing of blows does not show a fixed disposition to be cruel. Court is of opinion that the parties can and should live together. Application for divorce is denied and the case is dismissed."

The Supreme Court of the United States, in an original proceeding between the States of Kansas and Colorado (22 Supreme Court Reporter, 552), has, says the *Albany Law Journal*, decided that it will take cognizance of a controversy presented by a bill whose averments question the right of one State to wholly deprive the other of the benefit of water from a certain river which rises in the first State and flows through the second. The State of Kansas sets forth that the State of Colorado has partially diverted the water from the Arkansas river, and that it is contemplating wholly diverting this stream, to the great injury of the citizens of Kansas who have settled along the banks of the same. In order that the case may be fully before the court, it overrules the demurrer and grants the State of Colorado leave to answer.

A barrister with linguistic attainments may, says the *Globe*, be certain of making his voice eventually heard in the courts. Mr. Stewart Walker, who, taking off his wig and gown, interpreted the evidence of some German witnesses in Mr. Justice Kennedy's court a few days ago, is by no means the only member of the bar who has thus distinguished himself. Serjeant Robinson relates that Baron Huddleston first became known at the Old Bailey by volunteering his services as interpreter in a case in which several of the witnesses were French. Neither the bench nor the bar displays, as a rule, any inclination to break into a foreign tongue. Mr. Dickens, K.C., is reputed to be the member of the bar on the best speaking terms with the language of our nearest neighbours, and Mr. Justice Darling is supposed to be the occupant of the bench most intimate with it. Soon after his appointment as a judge he sentenced a prisoner at the Old Bailey to six months' imprisonment in the most idiomatic French.

On the 31st ult., in the House of Lords, Lord Monkswell asked the Lord Chancellor whether there was any foundation for the report that he had recently invited 100 law clerks to resign. The Lord Chancellor said there was not the smallest foundation for it. "In a conversation between the noble lord and myself I told him that it was grotesquely inaccurate. I cannot help saying that it is not creditable to a certain portion of the Press that these statements should be made, apparently with the purpose of founding some commentaries or severe observations against noble lords or others. I daresay that the person who invented this little suggestion only thought, perhaps, of reflecting on others. He did not seem to consider that he was reflecting also on a very hard-working, very diligent, and very efficient body of public servants when he suggested that 100 of them were being withdrawn by reason of their inefficiency. There is not the smallest foundation for the suggestion. I agree with the Lord Chief Justice in saying that I have no reason to suppose there is any lack of efficiency or diligence or energy in the public department to which I have referred; and I can only regret that such statements are made, apparently with no responsibility. Although some newspapers have had no complicity in the invention, I do not find that the persons who invented these things are made responsible even to those who accept their information. I regret that such statements can be made without the persons who invented them being made responsible for their untruths."

The Swedish Act respecting workmen's compensation for injuries sustained from accident in the performance of work, says the *Journal of the Society of Comparative Legislation*, embraces twenty-seven sections upon the subject. Under this Act, where a workman is injured by accident in the performance of his work, his employer, if he follows one of certain specified trades, shall be liable to compensation for the so sustained injury, in accordance with the principles laid down in the Act, except in cases where the injured party shall have intentionally, or by gross negligence, brought the injury upon himself, and, likewise, in cases where the accident shall have been occasioned by some other person not exercising control or supervision over the work. A national insurance office is to be established by the government—and is now (1902) in operation—for the taking over of employers' liability to compensation, where employers shall be entitled to insure their workmen against accidents within this Act, with the effect that they will be exempted, to the extent of their insurance, from all liability to pay compensation under the Act. Any claim for compensation shall, to prevent it being outlawed, be brought against an employer within two years, and upon the said insurance office within three years, counting from the date of the accident, or, in the case of death, from the date of its occurrence, unless otherwise agreed by the parties during the said term. The right to compensation under the Act is not transferable, and shall accordingly not be distrainable for debt.

On Monday an application was made in the bankruptcy of Benjamin Greene Lake, who had formerly carried on business with G. E. Lake, as solicitors, in London. The bankrupt had, says the *Times*, for some twenty years prior to his bankruptcy, acted as the confidential solicitor of Sir Ralph Littler, K.C., C.B., and had been engaged in large transactions for him, and Sir Ralph had always placed implicit confidence in him. In the year 1897 a settlement of account took place between the bankrupt and Sir Ralph Littler The present application was that the title deeds of his property in Godolphin-road, Shepherd's Bush, and all his other deeds and documents in the custody and possession of the bankrupt at the commencement of the bankruptcy, might be delivered up to him. The trustee admitted that the title deeds of the Godolphin-road property were missing; as to all the other documents he claimed a lien on them for the bankrupt's bills of costs amounting to £547 for work done for Sir Ralph between the years 1897 and 1900. The trustee also relied on the settlement of account arrived at in 1897. On the other hand it appeared that in the year 1894 a sum of £4,000 had been raised for Sir Ralph on the security of a policy, and had been received by the bankrupt, and that the books of account which Sir Ralph had signed contained no record whatever of this £4,000 or of its application. Sir Ralph admitted that a large portion of it had been paid to him or applied on his behalf, but alleged that at least some £850

of it had never been accounted for to him by the bankrupt. Mr. Justice Wright said that the onus was on the trustee to show that the settled account of 1897, on which he relied, included this sum of £4,000, and he was unable to do so. The applicant asserted that a large balance of the £4,000 has not been accounted for to him, and that balance exceeded the £547 claimed by the trustee for costs. All the documents and papers of the applicant must be given up to him, and he must be allowed to prove for the damages he had sustained by the loss of the title deeds of his Godolphin-road property.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, August 10	Mr. R. Leach	Mr. Beal	Mr. Pemberton	Mr. Greswell
Tuesday 11	Godfrey	Carrington	Jackson	Church
Wednesday..... 12	Carrington	Beal	Pemberton	Greswell

Date	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, August 10	Mr. Godfrey	Mr. Farmer	Mr. W. Leach	Mr. King
Tuesday 11	R. Leach	King	Theed	Farmer
Wednesday..... 12	Godfrey	Farmer	W. Leach	Church

The Long Vacation will commence on Thursday, the 13th day of August, and terminate on Friday, the 23rd day of October, 1903, both days inclusive.

The Property Mart.

Sales of the Ensuing Week.

Aug. 13.—Messrs. Beadel, Wood, & Co., at the Mart, at 2: Thorpe-le-Soken, Essex. Close to the sea: Freehold Residential Estate known as The Grange, situate adjoining Thorpe Junction, on the Great Eastern Railway, close to Clacton-on-Sea, Frinton-on-Sea, and Walton-on-the-Naze, comprising an area of 90 acres; possession on completion; let on yearly tenancies at £108 per annum. Solicitors, C. H. T. Marshall, Esq., Colchester; and Messrs. Chamberlayne and Elwes, Clacton-on-Sea. (See advertisement, Aug. 1, p. 4.)

Results of Sales.

REVERSIONS, LIFE POLICIES, AND SHARES.

Messrs. H. E. Foster & Cranfield held their Periodical Sale (No. 744) of the above Interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the total realized amounted to £20,275. The following were some of the Lots disposed of:

	£	s.
REVERSIONS:		
To one-sixth of £14,000; life 62 ... ... Sold	1,125	0
To £1,000 Grand Trunk Railway of Canada Four per Cent. Debenture Stock; life 62	520	0
To £20,000 Consols and Railway Stock; life 66 ... ... ,,	12,050	0
To Moiety of £4,000 Mortgage Securities; life 64 ... ... ,,	900	0
To one-fourth of £10,000 Mortgage Securities; life 51 ... ... ,,	760	0
LIFE POLICIES:		
For £500 in the Scottish Equitable; life 63; ... ... ,,	425	0
For £2,000 in the University; life 49 ... ... ,,	1,030	0
For £500 in the Royal Exchange; life 76 ... ... ,,	250	0
For £2,000 in the Provident; life 70 ... ... ,,	1,900	0

SHARES:	Sold	£
In H. R. Baines & Co., Ltd. (*Graphic* and *Daily Graphic*) ...	,,	70
In National Palace of Varieties (Croydon) Ltd.	,,	2
In Santa Fe & Cordova Great Southern Land Co., Ltd.	,,	25
In Hurst Park Club Syndicate, Ltd.	,,	23
In Newmarket Subscription Rooms Club, Ltd.	,,	3

Winding-up Notices.

London Gazette.—Friday, July 31.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Bethanga Goldfields, Limited—Creditors are required, on or before Sept 11, to send their names and addresses, and the particulars of their debts or claims, to William Thomas Rushton, 20, Bucklersbury

Cathay Tea Co, Limited (in Liquidation)—Creditors are required, on or before Aug 8 to send their names and addresses, and the particulars of their debts or claims, to Percy Hornsey Walker, "Craneton," Holwood rd, Bromley, Kent. Riddell & Co, John st, Bedford row, solors for liquidator

Climax Firelighter Co, Limited—Creditors are required, on or before Sept 7, to send their names and addresses, and the particulars of their debts or claims, to Colin Cooper, 33, Princess st, Manchester. Simpson & Simpson, Manchester, solors for liquidator

The "Corinthia" Steamship Co, Limited—Creditors are required, on or before Sept 1 to send their names and addresses, and the particulars of their debts or claims, to James Henry Goodyear, 31, James st, Liverpool

Deary & Co, Limited (in Liquidation)—Creditors in South Africa are required, on or before Oct 12, to send their names and addresses, together with the full particulars of their debts or claims, to Peter Shedden Warden, Salisbury, Rhodesia, South Africa, and all creditors not so resident are required, on or before Sept 14, to send their names and addresses, together with the full particulars of their debts or claims, to Vesey Alexander Welch, Bishopsgate st Within, solors for liquidator

South Condurrow Mine, Limited—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Clark, Windsor chmbrs, 20, Gt St Helen s, London. Daniell & Thomas, Camborne, solors for liquidator

Suburban Essex Publishing Co, Limited (in Liquidation)—Creditors are required, on or before Sept 9, to send their names and addresses, and the particulars of their debts or claims, to James Baskett, St Osyth, Chadwell Heath, Essex Courtenay & Co, solors for liquidator

West Australian Trust, Limited (in Liquidation)—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims to Arthur Reginald Welchman, 9, Old Jewry chmbrs Lewis, Old Jewry chmbrs, solor

West End Mansions, Limited—Creditors are required, on or before Aug 24, to send their names and addresses, and the particulars of their debts or claims, to Alfred Rose Bonnard, 80A, Coleman st

London Gazette.—Tuesday, August 4.

African Joint Stock Co, Limited—Creditors are required, on or before Sept 18, to send their names and addresses, and the particulars of their debts or claims, to Edward Strangways Neave, 7, Gt St Helen's

Automobile Supply Co, Limited—Petn for winding up, presented July 28, directed to be heard before Buckley, J, on October 27. Russell & Co, 37, Norfolk st, Strand, solors for petners. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of Oct 26

H. P. Dowson & Co, Limited (in Liquidation)—Creditors are required, on or before Sept 7, to send their names and addresses, and the particulars of their debts or claims, to George Alston, Hill House, Newbury. Dowson & Co, Surrey st, solors for liquidator

Washington, Kell & Co, Limited—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Arthur Francis Whinney, 32, Old Jewry. Clarke, John st, Bedford row, solor

Bankruptcy Notices.

London Gazette.—Tuesday, July 28.

RECEIVING ORDERS.

Amended notice substituted for that published in the London Gazette of June 26:

Browne, George Robert William, Sheringham, Norfolk, Glass Dealer Norwich Pet June 23 Ord June 22

Amended notice substituted for that published in the London Gazette of July 21:

Thwaites, Charles William Ashburton, Durham, Printer Durham Pet July 17 Ord July 17

FIRST MEETINGS.

Bliss, William, Wavendon, Bucks, Hay Merchant Aug 6 at 12 Off Rec, Bridge st, Northampton

Booth, Frank, Ossett, Yorks Aug 5 at 11.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury

Bradley, Edwin, Boston Spa, Yorks, Stationer Aug 6 at 12.15 Off Rec, Duncombe pl, Yorks

Britz, David Benjamin, Penrhiwceiber, Glam, Draper Aug 11 at 3 135, High st, Merthyr Tydfil

Brodt, Solomon, Sheffield, Cabinet Maker Aug 6 at 12 Off Rec, Figtree ln Sheffield

Burton, William, Manchester, Solicitor Aug 5 at 3 Off Rec, Byrom st, Manchester

Coates, Henry, Lilbourne, Northampton, Licensed Victualler Aug 5 at 12 Off Rec, 17, Hertford st, Coventry

Crowe, William Thomas, Birmingham, Grocer Aug 6 at 11 174, Corporation st, Birmingham

Dipple, Frank, Birmingham, Fruiterer's Assistant Aug 5 at 11 174, Corporation st, Birmingham

Donington, John, Crowland, Lincs, Farmer Aug 7 at 12 The White Hart Hotel, Spalding

Dye, Charles Page, Marlow, Chemist Aug 5 at 3 Bankruptcy bldgs, Carey st

Edmond-Smith, Christine, Wandsworth, Laundress Aug 5 at 11.30 24, Railway app, London Bridge

Edwards, Ephraim James, Bedford, Baker Aug 7 at 3.30 Messrs Halliley & Morrison, Solicitors, Mill st, Bedford

Estill, Elizabeth, Easingwold, Yorks, Grocer Aug 10 at 3 Off Rec, Duncombe pl, York

Frost, Philip Henry, Ipswich, Accountant Aug 7 at 12.30 Off Rec, 36, Princes st, Ipswich

Griffiths, John Gwyn, Aberdare, Insurance Agent Aug 12 at 12 135, High st, Merthyr Tydfil

Hackett, J, & Co, Sheffield, Merchants Aug 6 at 12.30 Off Rec, Figtree ln, Sheffield

Harris, Archibald Bradshaw, Birmingham, Grocer Aug 7 at 11 174, Corporation st, Birmingham

Hyde, Monica Cecilia, Harpurhey, Manchester, Grocer Aug 5 at 2.30 Off Rec, Byrom st, Manchester

Ingleson, William Henry, Merthyr Tydfil, Builder Aug 5 at 3 135, High st, Merthyr Tydfil

Johansen, Christian Johannes Anholt, Worthing, Fruit Grower Aug 13 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton

Jones, John, Woolhope, Hereford, Farmer Aug 5 at 11.30 45, Copenhagen st, Worcester

Knight, Frederick Thomas, Holme next the Sea, Norfolk, Coal Merchant Aug 8 at 12.45 Off Rec, 8, King st, Norwich

Lodge, Philip Wesley, Batley, Yorks, Plumber Aug 5 at 10.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury

Lythgoe, Richard, Wigan, Grocer Aug 6 at 3 19, Exchange st, Bolton

Moore, Charles, Leeds, Commercial Traveller Aug 6 at 12.30 Off Rec, 22, Park row, Leeds

Neil, Emily Susan, Gwertll Goch, Merioneth, Schoolmistress Aug 5 at 11.15 The Priory, Wrexham

Parkin, Thomas, Murton Colliery, Durham, Miner Aug 6 at 12 Off Rec, 25, John st, Sunderland

Petty, John Richard, Harrogate, Painter Aug 10 at 12.45 Off Rec, Duncombe pl, York

Richards, E, Stamford Hill, Slate Merchant Aug 12 at 12 Bankruptcy bldgs, Carey st

Riley-Cooney, Bernard Joseph, Lower Edmonton, Builder Aug 7 at 12 Off Rec, 14, Bedford row

Robinson, Samuel, Wellingborough, Boot Factor Aug 6 at 11.30 Off Rec, Bridge st, Northampton

Rose, Arthur Augustine, Boscombe, Bournemouth, Builder Aug 5 at 12.30 Off Rec, Endless st, Salisbury

Ross, Ronald B, Paignton, Devon Aug 10 at 12 Bankruptcy bldgs, Carey st

Rucke, John Charles, Leytonstone, Civil Servant Aug 12 at 2.30 Bankruptcy bldgs, Carey st

Russell, Charles James, London st, Hyde Park, Job Master Aug 12 at 11 Bankruptcy bldgs, Carey st

Smith, Frederick William, Birstall, Yorks, Butcher Aug 5 at 12.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury

Taylor, Charles Thomas, jun, Cheadle, Solicitor, Aug 5 at 11.45 Off Rec, 14, Chapel st, Preston

Taylor, Ernest, Kingston on Hull, Auctioneer Aug 5 at 12 Off Rec, Trinity House ln, Hull

Taylor, John, Birmingham, Hairdresser Aug 5 at 12 174, Corporation st, Birmingham

Wilkinson, Fred, Holmfirth, Yorks, Hosier Aug 6 at 3 Off Rec, Prudential bldgs, New st, Huddersfield

Williams, William Henry, Redruth, Cornwall, Butcher Aug 5 at 2 Off Rec, Boscawen st, Truro

Worsnop, Fred, Halifax, Tramway Clerk Aug 5 at 3 Off Rec, Townhall chmbrs, Halifax

ADJUDICATIONS.

Atkinson, John, Barrow in Furness, Ironmonger Barrow in Furness Pet June 16 Ord July 25

Barlow, John, Burton on Trent, Stonemason Hanley Pet July 22 Ord July 22

Barnett, Henry Augustus Gratton, Ilfracombe, Solicitor Barnstaple Pet July 2 Ord July 23

Bateman, Arthur Henry, Queen Victoria st High Court Pet March 24 Ord July 23

Birch, Francis, Middlesbrough, Picture Framer Middlesbrough Pet July 22 Ord July 22

Bohin, Adolph, Mile End rd, Boot Dealer High Court Pet June 13 Ord July 24

Borrington, John James, Derby, Plumber Derby Pet July 24 Ord July 24

Bradley, Edwin, Boston Spa, Yorks, Stationer York Pet July 22 Ord July 22

Brody, Solomon, Sheffield, Cabinet Maker Sheffield Pet July 22 Ord July 22

Burgess, Gregor, Gt Driffield, Surgeon Kingston upon Hull Pet July 10 Ord July 25

Burns, Mary Sabania, Barrow in Furness, Grocer Barrow in Furness Pet July 23 Ord July 22

Clough, Frederick Norman, Rhyl, Flint Bangor Pet July 25 Ord July 25

Coates, Henry, Lilbourne, Northampton, Licensed Victualler Coventry Pet July 22 Ord July 22

Coventry, Gilbert George, Woolstone, Glos Cheltenham Pet July 18 Ord July 23

Crown, Zalig, Walthamstow, Tailor High Court Pet June 30 Ord July 25

Eddleston, Thomas Hugh, Hindley Green, nr Wigan, Cycle Agent Wigan Pet July 25 Ord July 25

Edwards, Clement, Shifnal, Salop, Baker Madeley, Shropshire Pet July 9 Ord July 24

Estill, Elizabeth, Easingwold, Yorks, Grocer York Pet July 24 Ord July 24

Ferrabee, John Fulton, Chalford, Glos, Manufacturer Gloucester Pet July 25 Ord July 25

Fligg, Reuben, Newark Nottingham Pet July 3 Ord July 22

Franklin, Sidney, Stonehouse, Glos, Builder Gloucester Pet July 23 Ord July 23

Harris, Archibald Bradshaw, Birmingham, Grocer Birmingham Pet June 20 Ord July 25

Hart, Algernon T, Muswell Hill High Court Pet May 26 Ord July 17

Head, John Daman, Abingdon rd, Kensington High Court Pet Jan 10 Ord July 23

ENT, ALFRED, Oldham, Broker Oldham Pet July 23 Ord July 23

ESSOX, WILLIAM BRAMWELL, Morecambe, Plumber Preston Pet July 23 Ord July 23

EVER, WILLIAM CHARLES, Artesian rd, Bayswater High Court Pet April 28 Ord July 24

GES, HARRY, Oxford, Butcher Oxford Pet July 6 Ord July 23

HANSEN, CHRISTIAN JOHANNES ANHOLT, Worthing, Fruit Grower Brighton Pet July 22 Ord July 23

HS, ALEXANDER MOUAT, and WILLIAM EDWARD ORCHARD, Fenchurch bldgs, Fenchurch st, Wine Merchants High Court Pet July 4 Ord July 23

HES, JOAN, Woolhope, Hereford, Farmer Worcester Pet July 23 Ord July 23

ILE, ERNEST, Huddersfield, Fried Fish Dealer Huddersfield Pet July 25 Ord July 25

IRKEN, TOM, West Vale, nr Halifax, Cab Proprietor Halifax Pet June 19 Ord July 18

MESURIER, CECIL JOHN REGINALD, Stone bldgs, Lincoln's Inn, Barrister at Law High Court Pet June 19 Ord July 23

HLEY, JOSEPH AMOS, Haverstock Hill, Ship Broker High Court Pet June 30 Ord July 24

NEY, EMILY ALICE, St Leonard's on Sea, Lodging House Keeper Hastings Pet July 23 Ord July 23

NTBOOK, RICHARD, Wigan, Grocer Wigan Pet July 14 Ord July 24

TCHELL, JOHN, Middlesbrough, Boilerman Middlesbrough Pet July 23 Ord July 23

OSE, CHARLES, Leeds, Commercial Traveller Leeds Pet July 22 Ord July 22

PRANCE, JAMES HENRY, Rathbone st, Canning Town, Undertaker High Court Pet May 23 Ord July 24

TTIT, JOHN RICHARD, Harrogate, Painter York Pet July 24 Ord July 24

US, ARTHUR, Holland pk, Kensington, Stock and Share Dealer High Court Pet June 25 Ord July 23

STRANGE, MATTHEW, Kidderminster, Grocer Kidderminster Pet July 24 Ord July 24

TTON, CHARLES JACKSON, Kingston upon Hull, Pawnbroker Kingston upon Hull Pet June 30 Ord July 23

THORPE, HORACE L, East Dereham, Norfolk, Grocer Norwich Pet July 1 Ord July 23

WAITE, CHARLES ALBERT ERNEST, Woodstock, Oxford, Cycle Agent Swindon Pet July 25 Ord July 25

WESTON, JOHN, and WALTER ALEXANDER MONINGTON, Camden Town, Pianoforte Manufacturers High Court Pet April 30 Ord July 23

WHAMSON, FRED, Holmfirth, Yorks, Hosier Huddersfield Pet July 8 Ord July 23

WINCKLEY, JOHN, Blackburn, Grocer Blackburn Pet July 23 Ord July 23

WOOD, CHARLES EDWARD BEVERLEY, Cheltenham, Draper Cheltenham Pet July 16 Ord July 23

WORSNOP, FRED, Halifax, Tramway Clerk Halifax Pet July 23 Ord July 23

Amended notice substituted for that published in the London Gazette for June 26:

BODIME, GEORGE ROBERT WILLIAM, Sheringham, Norfolk, Glass Dealer Norwich Pet June 22 Ord June 22

Amended notice substituted for that published in the London Gazette of July 3:

HOLROYD, TOM, and ARTHUR RICHARD THOMAS, Blackpool, Tailors Preston Pet June 9 Ord June 30

Amended notice substituted for that published in the London Gazette of July 21:

THWAITES, CHARLES WILLIAM ASHBURTON, Durham, Printer Durham Pet July 17 Ord July 17

ADJUDICATION ANNULLED.

MIDLANE, ALBERT, Newport, I W, Ironmonger Newport and Ryde Adjud July 8, 1901 Annul July 1, 1903

London Gazette.—FRIDAY, July 31.

RECEIVING ORDERS.

AMOS, WILLIAM ROBERT, Shirehampton, Glos, Fried Fish Dealer Bristol Pet July 28 Ord July 28

ARMSTRONG, WILLIAM, Nelson, Lancs, Clerk Burnley Pet July 27 Ord July 27

BALCHIN, EDWARD SAMUEL, High rd, Kilburn, Chemist High Court Pet July 29 Ord July 29

BARRINGTON, JOSEPH, Blackburn, Furniture Dealer Blackburn Pet July 9 Ord July 27

DAY, A G FRITZ H, Devonport Guildford Pet June 30 Ord July 28

DICKINSON, GEORGE, Newcastle upon Tyne, Commission Agent Newcastle on Tyne Pet July 29 Ord July 29

DICKINSON, WILLIAM BARKER, Harrogate, Wine Merchant York Pet July 27 Ord July 27

DODD, HERBERT, Aston, Birmingham, Fish Salesman, Birmingham Pet July 28 Ord July 28

FRITH, HENRY, Mansfield, Notts, Greengrocer Nottingham Pet July 29 Ord July 29

FROWD, HERBERT HADDON, Eastbourne, Dairyman Eastbourne Pet July 29 Ord July 29

GABE, GLYN, Aberavon, Licensed Victualler Aberavon Pet July 28 Ord July 28

GHENT, ISAAC, Mansfield, Notts, Music Teacher Nottingham Pet July 28 Ord July 28

GOLDSTONE, WILLIAM JOHN, Brislington, Bristol, Greengrocer Bristol Pet July 27 Ord July 27

HARDWICK, HENRY, Morley Yorks, Builder Dewsbury Pet July 23 Ord July 25

HARVEY, GEORGE EDWARD, Netherton, nr Dudley, Bricklayer Dudley Pet July 28 Ord July 28

HAWKINS, HARRY, Aberkenfig, Glam, Butcher Cardiff Pet July 28 Ord July 28

ISAAC, WILFRED, St James's st, Stockbroker High Court Pet June 23 Ord July 17

KAYE, HERBERT, Ilford, Essex, Accountant Chelmsford Pet July 27 Ord July 27

LADD, JAMES BOWEN, Llantrisant, Glam, Draper Pontypridd Pet July 28 Ord July 28

LILLEY, ALFRED, and JOHN LILLEY, Walworth rd, Music Hall Artistes High Court Pet July 27 Ord July 27

MCKENNA, JOSEPH HENRY, Throgmorton av, Stockbroker High Court Pet July 9 Ord July 29

MACLURCAN, ELIZABETH EVELYN, Baker st High Court Pet July 10 Ord July 29

MANSFIELD, GEORGE, School st, Gt Chesterford, Blacksmith Cambridge Pet July 27 Ord July 27

MARCH, WILLIAM, Wylam, Northumberland, Farmer Newcastle-on-Tyne Pet July 23 Ord July 29

MARLOW, GEORGE HENRY HOMER, Rhyl, Flintshire, Baker Bangor Pet July 27 Ord July 27

MAXWELL, ROBERT HAMILTON, ALFRED BAYES and WILLIAM FOSTER, Gainsborough, Cardboard Manufacturers Lincoln Pet July 27 Ord July 27

MAY, ALBERT EUGENE, Leeds, Bookkeeper Leeds Pet July 27 Ord July 27

METCALFE, A & E, Middlesbrough, Grocers Middlesbrough Pet July 15 Ord July 25

PARKER, ARTHUR, Mansfield, Notts, Grocer Nottingham Pet July 29 Ord July 29

PARNELL, ROBERT, Manchester, Hardware Merchant Manchester Pet July 17 Ord July 27

PASKIN, GEORGE, Birmingham, Fruiterer Birmingham Pet July 28 Ord July 28

PATCHETT, ROBERT, Boston, Lincs, Farmer Boston Pet July 16 Ord July 25

PAYNE, WILMOT HENRY, Kingsthorpe, Northampton, Shoe Manufacturer Northampton Pet July 16 Ord July 28

PETTIT, GEORGE BORLEY, S Bermondsey, Builder High Court Pet July 9 Ord July 29

PILKINTON, HENRY, Dartford, Kent, Watchmaker Rochester Pet July 29 Ord July 29

PIMBLETT, THOMAS, Golborne, Lancs, Wheelwright Bolton Pet July 25 Ord July 25

REES, JOHN GLASLWYN, Ystalyfera, Glam, Draper Aberavon Pet July 27 Ord July 27

REEVES, MARK, Aston, Birmingham, Painter Birmingham Pet July 28 Ord July 28

SAMPSON, J B U, Gloucester, Dealer Gloucester Pet July 4 Ord July 29

SMALLRIDGE, ALBERT HOOKING, Ivybridge, Devon, Grocer Plymouth Pet July 11 Ord July 27

SMART, ARTHUR WILLIAM, Swindon, Wilts, Baker Swindon Pet July 29 Ord July 29

SMITH, HERBERT, Colne, Lancs Burnley Pet July 29 Ord July 29

STIMPSON, WILLIAM, Skegness, Lines, Paperhanger Boston Pet July 25 Ord July 25

SUDDABY, SUSANNAH, Kingston upon Hull, Grocer Kingston upon Hull Pet July 29 Ord July 29

TETLEY, MAXWELL, South Godstone, Surrey Croydon Pet July 25 Ord July 25

WEBSTER, JOHN ROBERT, Sheffield, Grocer Sheffield Pet July 27 Ord July 27

WEISHAUS, JACOB, Dartford, Furniture Dealer Rochester Pet July 29 Ord July 29

WHITTINGHAM, WILLIAM FRANCIS, Woodford, Essex, Commercial Traveller High Court Pet July 29 Ord July 29

Amended notice substituted for that published in the London Gazette of July 21:

NOBLE, VERE D'OYLEY, Fareham, Hants High Court Pet April 21 Ord July 18

FIRST MEETINGS.

BORRINGTON, JOHN JAMES, Derby, Plumber Aug 8 at 11 Off Rec, 47, Full st, Derby

CLARKE, HERBERT, Boston, Civil Engineer Aug 24 at 12.15 Off Rec, 4 and 6, West st, Boston

COVENTRY, GILBERT GEORGE, Woolstone, Glos Aug 8 at 3.15 County Court bldgs, Cheltenham

DICKINSON, WILLIAM BARKER, Harrogate, Wine Merchant Aug 10 at 3.30 Off Rec, the Red House, Duncombe pl, York

EDDLESTON, THOMAS HUGH, Hindley Green, near Wigan, Cycle Agent Aug 8 at 11.30 19, Exchange st, Bolton

ELIFFE, JAMES THOMAS, Stockport, Licensed Victualler Aug 11 at 11.30 Off Rec, County chmbs, Market pl, Stockport

ESHELBY, CHARLES WILLIAM, Hamlet gdns, Ravenscourt pk, Traveller Aug 11 at 11 Bankruptcy bldgs, Carey st

HARWOOD, JAMES EDWIN, Heaton Norris, Lancs, Boot Dealer Aug 11 at 11 Off Rec, County chmbs, Market pl, Stockport

HASTINGS, WILLIAM, Witney, Oxford, Commercial Traveller Aug 11 at 12 1, St. Aldates, Oxford

HORTOP, RICHARD THOMAS, Plymouth, Builder Aug 10 at 11 6, Athenæum ter, Plymouth

JAMES, HARRY, Oxford, Butcher Aug 8 at 12 1, St Aldates, Oxford

LIVSEY, EMILY ALICE, St Leonards on Sea, Lodging Housekeeper Aug 10 at 3 County Court Offices, 24, Cambridge rd, Hastings

MAY, ALBERT EUGENE, Leeds, Bookkeeper Aug 12 at 11 Off Rec, 22, Park row, Leeds

MORGAN, THOMAS, Penrhiwceiber, Glam, Collier Aug 13 at 12 135, High st, Merthyr Tydfil

MUSTOE, RICHARD ALBERT, Walsall, Carrier Aug 11 at 11.30 Off Rec, Wolverhampton

PERRY, WILLIAM BAYLEY, Aston juxta Birmingham, Schoolmaster Aug 11 at 11 174, Corporation st, Birmingham

PETTIT, FELIX GEORGE BORLEY, S Bermondsey, Builder Aug 13 at 12 Bankruptcy bldgs, Carey st

PIMBLETT, THOMAS, Golborne, Lancs, Wheelwright Aug 8 at 11 10, Exchange st, Bolton

ROBINSON, THOMAS, Arkholme, Lancs, Farmer Aug 8 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness

SHORT, ERIC GORDON MACCRAE, Winchelsea, Sussex Aug 10 at 3.15 County Court Offices, 24, Cambridge rd, Hastings

TRENCHARD, ROBERT, Wellington, Somerset, Traction Engine Proprietor Aug 8 at 11 Off Rec, 5a, Hammet st, Taunton

TWELLS, JOHN, Loughborough, Glass Dealer Aug 10 at 12 Off Rec, Berridge st, Leicester

WEST, WILLIAM CHARLES, Hockham, Norfolk, Blacksmith Aug 10 at 12.30 Off Rec, 8, King st, Norwich

WITTINGHAM, WILLIAM FRANCIS, Woodford, Commercial Traveller Aug 13 at 11 Bankruptcy bldgs, Carey st

WOOD, CHARLES EDWARD BEVERLEY, Cheltenham, Draper Aug 8 at 4 County Court Buildings, Cheltenham

ADJUDICATIONS.

ARMSTRONG, WILLIAM, Nelson, Lancs, Clerk Burnley Pet July 27 Ord July 27

BOOTH, FRANK, Ossett, Yorks Dewsbury Pet July 21 Ord July 27

CARD, CHARLES HARRY, Southampton, Yacht Chandler Southampton Pet June 23 Ord July 27

DICKINSON, GEORGE, Newcastle upon Tyne, Commission Agent Newcastle on Tyne Pet July 29 Ord July 29

DICKINSON, WILLIAM BARKER, Harrogate, Wine Merchant York Pet July 27 Ord July 27

FINCH, CHARLES, and GEORGE FINCH, Wimbledon Park, Builders Wandsworth Pet May 26 Ord July 28

FRATER, FREDERIC MOSES, South Boldon, Durham, Solicitor Sunderland Pet July 3 Ord July 25

FRITH, HENRY, Mansfield, Notts, Greengrocer Nottingham Pet July 29 Ord July 29

GABE, GLYN, Aberavon, Licensed Victualler Aberavon Pet July 28 Ord July 28

GHENT, ISAAC, Mansfield, Notts, Music Teacher Nottingham Pet July 28 Ord July 28

GOLDSTONE, WILLIAM JOHN, Brislington, Bristol, Greengrocer Bristol Pet July 27 Ord July 27

GRIBBON, WILLIAM L, Lambs Conduit st High Court Pet April 23 Ord July 25
GWINNER, HERMAN GEORGE, Union ct, Old Broad st High Court Pet March 24 Ord July 25
HARDWICK, HENRY, Morley, Yorks, Builder Dewsbury Pet July 25 Ord July 25
HARDWICK, GEORGE EDWARD, Netherton, nr Dudley, Bricklayer Dudley Pet July 28 Ord July 28
HOPKINS, FREDERICK HENRY, Wiltshire rd, Brixton, Builder High Court Pet July 8 Ord July 29
JACQUES, EDWIN, Syston, Leicester, Chandler Leicester Pet July 15 Ord July 28
JEFFRIES, JOSEPH GEORGE, Leyton Green, Essex, Coach Ironmonger High Court Pet July 15 Ord July 27
JENNINGS, JOHN LOUIS, Southampton, Confectioner Southampton Pet July 14 Ord July 29
JONES, THOMAS, Blaenavon, Mon, Ironmonger Tredegar Pet July 24 Ord July 28
KAYE, HERBERT, Ilford, Accountant Chelmsford Pet July 27 Ord July 27
LADD, JAMES BOWEN, Llantrisant, Glam, Draper Pontypridd Pet July 28 Ord July 28
LILLEY, ALFRED, and JOHN LILLEY, Manor pl, Walworth rd, Music Hall Artistes High Court Pet July 27 Ord July 27
MANSFIELD, GEORGE, Gt Chesterfield, Blacksmith Cambridge Pet July 27 Ord July 27
MARLOW, GEORGE HENRY HOMER, Rhyl, Flintshire Baker Bangor Pet July 27 Ord July 27
MASON, EDWARD, Upper Kennington la, Carman High Court Pet June 12 Ord July 28
MAXWELL, ROBERT HAMILTON, ALFRED BAYES, and WILLIAM FOSTER, Gainsborough, Cardboard Manufacturers Lincoln Pet July 27 Ord July 27
MAY, ALBERT EUGENE, Leeds, Bookkeeper Leeds Pet July 27 Ord July 27
NOBLE, VERE D'OYLEY, Fareham, Hants High Court Pet April 21 Ord July 29
PAINTER, GEORGE, Hammersmith, Horse Dealer High Court Pet May 19 Ord July 25
PARKER, ARTHUR, Mansfield, Notts, Grocer Nottingham Pet July 29 Ord July 29
PILKINTON, HENRY, Dartford, Watchmaker Rochester Pet June 29 Ord July 29
PIMBLETT, THOMAS, Golborne, Lancs, Wheelwright Bolton Pet July 25 Ord July 25
RAINER, GEORGE WILLIAM, Broughton Astley, Leics Builder Leicester Pet July 4 Ord July 27
READ, FREDERICK WILLIAM, Islington, Provision Merchant High Court Pet July 20 Ord July 27
REES, JOHN GLASLWYN, Ystalyfera, Draper Aberavon Pet July 27 Ord July 27
RICHARDS, EDWARD, Bergholt cres, Stamford hill, Slate Merchant High Court Pet July 3 Ord July 29
ROSE, GEORGE FITZHARDINGE, Mount st, Grosvenor sq High Court Pet July 25 Ord July 29
RUCK, JOHN CHARLES, Leytonstone, Civil Servant High Court Pet June 23 Ord July 29
SMART, ARTHUR WILLIAM, Swindon, Baker Swindon Pet July 29 Ord July 29
SMITH, HERBERT, Colne, Lancs Burnley Pet July 29 Ord July 29
STIMPSON, WILLIAM, Skegness, Paperhanger Boston Pet July 25 Ord July 25
SUDDABY, SUSANNAH, Kingston upon Hull, Grocer Kingston upon Hull Pet July 29 Ord July 29
TETLEY, MAXWELL, South Godstone, Surrey Croydon Pet July 25 Ord July 25
WEBSTER, JOHN ROBERT, Sheffield, Grocer Sheffield Pet July 27 Ord July 27
WEISHAUS, JACOB, Dartford, Furniture Dealer Rochester Pet July 29 Ord July 29
WHITTINGHAM, WILLIAM FRANCIS, Woodford, Essex, Commercial Traveller High Court Pet July 29 Ord July 29